

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT CODE		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. 472		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE OPOS John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899				7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support, LLC 1980 N. Atlantic Ave, Suite 330 Cocoa Beach, FL 32931 <div style="font-size: 2em; transform: rotate(-15deg); opacity: 0.5; position: absolute; top: 200px; left: 250px;">Original</div>				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001			
				10B. DATED (SEE ITEM 13) August 21, 1998			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
1. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alt II (APR 1984)							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>The purpose of this modification is to provide for an equitable adjustment for the FY08 Air Force reduction of Facilities Maintenance Support (Decision Packages 13C, Rev 0 & 14C, Rev 3). The performance period for this CCR (07-61) is 1 October 2007 through 30 September 2008. The contract estimated cost and fee is decreased by (\$1,401,562) in cost and (\$112,125) in fee for a total decrease of (\$1,513,687).</p> <p>This change revises Article B-3, Contract Value; Article B-4, Award Fee; Article G-2 Contract Funding and Attachment J-1, Statement of Work 2.2, as shown on the attached pages. All other terms and conditions of the contract remain unchanged.</p> <p>In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.</p>							
15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ernest G. Tweedie Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
Victoria G. Lockard (Signature of person authorized to sign)		27 Sept 07		Ernest G. Tweedie (Signature of Contracting Officer)		28 Sept 07	

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (FFP) (Sept 1998)	\$1,113,486		1,113,486
Basic Period Thru 471 10/01/98-09/30/00	\$396,406,378	\$23,187,199	419,593,577
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	9,200,000
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY99-FY00	\$405,606,378	\$23,187,199	428,793,577
(10/01/00-09/30/01)	\$215,635,118	\$13,106,768	228,741,886
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	18,804,377
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY01	\$234,439,495	\$13,106,768	247,546,263
(10/01/01-09/30/02)	\$234,055,207	\$14,098,312	248,153,519
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	19,865,904
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY02	\$253,921,111	\$14,098,312	268,019,423
(10/01/02-09/30/03)	\$247,365,902	\$15,357,411	262,723,313
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	22,426,471
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY03	\$269,792,373	\$15,357,411	285,149,784
TOTAL BASIC PERIOD	\$1,164,872,843	\$65,749,690	1,230,622,533
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$244,075,599	\$15,352,803	259,428,402
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	22,135,767
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY04	\$266,211,366	\$15,352,803	281,564,169
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	346,779
TOTAL OPTION 1A PERIOD	\$268,854,488	\$15,564,252	284,418,740

<u>Option Period 1 Oct 04 - 30 Sept 06</u>			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 471			
OPTION 1B			
(10/01/04-09/30/05)	\$278,763,190	\$17,058,749	295,821,939
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	25,895,945
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			\$0
Total FY05	\$304,659,135	\$17,058,749	321,717,884
(10/01/05-09/30/06)	\$259,746,826	\$13,909,020	273,655,846
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	29,101,654
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			\$0
Total FY06	\$288,848,480	\$13,909,020	302,757,500
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	2,676,114
Total Option 3BB	\$4,869,032	\$389,523	5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	357,849
10/01/05-09/30/06	\$331,781	\$26,542	358,323
Total Option 5BB	\$663,123	\$53,049	716,172
TOTAL OPTION 1B Period	\$599,039,770	\$31,410,341	630,450,111
<u>Option Periods 1 Oct 06 - 30 Sep 08</u>			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$243,895,571	\$14,091,573	257,987,144
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	31,867,270
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY07	\$275,762,841	\$14,091,573	289,854,414
(10/01/07-9/30/08)	\$242,601,561	\$15,435,249	258,036,810
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	33,448,837
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 472	(\$1,401,562)	(\$112,125)	(1,513,687)
Total FY08	\$274,648,836	\$15,323,124	289,971,960

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	2,831,326
Total Option 3BC	\$5,161,408	\$412,913	5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	0
10/01/05-09/30/06	\$0	\$0	0
Total Option 4BB	\$0	\$0	0
Option 4BC			
10/01/06-09/30/07	\$0	\$0	\$0
10/01/07-09/30/08	\$0	\$0	\$0
Total Option 4BC	\$0	\$0	\$0
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	358,780
10/01/07-09/30/08	\$341,511	\$27,321	368,832
Total Option 5BC	\$673,715	\$53,897	727,612
TOTAL OPTION 1C Period	\$556,246,800	\$29,881,507	586,128,307
TOTAL CONTRACT			
VALUE SEP98-SEP08	\$2,589,013,901	\$142,605,790	\$2,731,619,691
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

ARTICLE B-4 AWARD FEE

The amount of award fee earned, if any, shall be determined in accordance with Section J, Attachment J-8, Award Fee Evaluation Plan, and other provisions of this contract as applicable. The following specifies by award fee period the amount of available award fee, the amount of earned award fee, and the award fee score.

AF P	BASIC PERIOD OF PERFORMANCE		Available Award Fee Through Mod 471	Total Award Fee For Mod 472	Adjusted Available Award Fee	Earned Award Fee Mod 471	Earned Award Fee Mod 472	Earned Award Fee	Award Fee Score and Mod
1	10/01/98	03/31/99	\$7,681,869		\$7,681,869	\$6,146,144		\$6,146,144	80% Mod 15
2	04/01/99	09/30/99	\$6,033,858		\$6,033,858	\$4,826,665		\$4,826,665	80% Mod 36
3	10/01/99	03/31/00	\$7,837,000		\$7,837,000	\$6,731,039		\$6,731,039	86% Mod 57
4	04/01/00	09/30/00	\$6,451,003		\$6,451,003	\$5,483,352		\$5,483,352	85% Mod 75
5	10/01/00	03/31/01	\$7,589,239		\$7,589,239	\$6,754,934		\$6,754,934	89% Mod 99
6	04/01/01	09/30/01	\$6,976,249		\$6,976,249	\$6,348,388		\$6,348,388	91%Mod118
7	10/01/01	03/31/02	\$5,863,642		\$5,863,642	\$5,336,408		\$5,336,408	91%Mod127
8	04/01/02	09/30/02	\$9,798,867		\$9,798,867	\$8,765,356		\$8,765,356	92%Mod147
9	10/01/02	03/31/03	\$8,121,627		\$8,121,627	\$7,634,968		\$7,634,968	94%Mod167
10	04/01/03	09/30/03	\$8,128,883		\$8,128,883	\$7,722,439		\$7,722,439	95%Mod194
11	10/01/03	03/31/04	\$7,899,317		\$7,899,317	\$7,583,343		\$7,583,343	96%Mod220
12	04/01/04	09/30/04	\$8,227,738		\$8,227,738	\$7,980,906		\$7,980,906	97%Mod248
13	10/01/04	03/31/05	\$9,790,689		\$9,790,689	\$9,105,655		\$9,105,655	93%Mod 283
14	04/01/05	09/30/05	\$8,979,160		\$8,979,160	\$8,170,894		\$8,170,894	91%Mod325
15	10/01/05	03/31/06	\$9,117,893		\$9,117,893	\$7,476,674		\$7,476,674	82%Mod350
16	04/01/06	09/30/06	\$8,039,999		\$8,039,999	\$6,657,119		\$6,657,119	82.8%Mod393
17	10/01/06	03/31/07	\$7,789,263		\$7,789,263	\$6,231,408		\$6,231,408	80%Mod430
18	04/01/07	09/30/07	\$8,089,925		\$8,089,925				
19	10/01/07	03/31/08	\$7,825,515	(\$55,765)	\$7,769,750				
20	04/01/08	09/30/08	\$7,846,782	(\$56,360)	\$7,790,422				
GRAND TOTAL			\$158,137,476	(\$112,125)	\$157,976,393		\$0	\$142,605,789	Earned & Available

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 371						
As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH	
Subtotal as of Mod 371	\$2,807,573,014	\$2,031,284,171	\$163,520,197	\$ 2,194,804,368	12/8/2006	
374	\$462,548					
376		\$3,239,869	\$259,190.00	\$ 3,499,059	12/15/2006	
377	\$244,132					
378	(\$13,628,301)					
379	(\$2,553,358)					
383		\$45,590,925	\$3,647,274	\$ 49,238,199	3/20/2006	
384	\$121,375					
385	(\$703,275)					
388	\$207,277					
389		\$14,362,829	\$1,149,027	\$ 15,511,856	2/13/2007	
391	(\$1,384,405)					
392	\$1,494,374					
393	(\$1,391,489)					
397	(\$1,733,940)					
399		\$69,924,188	\$5,593,935	\$ 75,518,123	5/16/2007	
408		\$2,608,945	\$208,716	\$ 2,817,661	5/20/2007	
410	(\$1,412,377)					
413		\$24,615,995	\$1,969,280	\$ 26,585,275	6/21/2007	
417	\$479,010					
418	\$500,602					
420		\$27,867,048	\$2,229,364	\$ 30,096,412	7/27/2007	
426		\$111,683	\$8,935	\$ 120,618		
428	(\$16,020,850)					
429		\$10,173,418	\$813,873	\$ 10,987,291	8/10/2007	
430	(\$1,761,683)					
431	\$1,765,654					
435		\$761,649	\$60,932	\$ 822,581	8/11/2007	
436	\$4,550,101					
439		\$10,548,358	\$843,869	\$ 11,392,227	8/24/2007	
441	(\$310,070)					
443		\$1,063,268	\$85,061	\$1,148,329	8/27/2007	
447		\$10,671,518	\$853,721	\$11,525,239	9/10/2007	
450		\$6,446,229	\$515,698	\$6,961,927	9/18/2007	
452	\$42,440					
458	\$4,940,238					
459	(\$43,040,000)					
460	(\$1,622,263)					
461		\$9,128,989	\$730,319	\$ 9,859,308	9/24/2007	
462	(\$226,057)					
463		\$165,477	\$13,238	\$178,715	9/24/2007	
466		\$839,187	\$67,135	\$906,322	9/25/2007	
468		\$4,093,219	\$327,457	\$4,420,676	10/16/2007	
469	(\$2,798,577)					
470	(\$660,742)					
471		\$7,843,791	\$627,503	\$8,471,294	10/25/2007	
472	(\$1,513,687)					
TOTAL	\$2,731,619,691	\$2,281,340,756	\$183,524,724	\$2,464,865,480		

2.1.4.2 Energy Conservation. The contractor shall reduce energy consumption as defined in Performance Standard 2.1.4-01 (Energy Use Index in J-BOSC/NASA Facilities). The performance standard shall consist of two measures and shall be posted quarterly on the contractor's energy web page. One measure shall be calculated from standard EUI calculations and is not a contract requirement goal. The second measure shall be calculated without the Orsino Area miscellaneous category and is the contract requirement goal.

2.1.4.3 Reports and Plans. The contractor shall provide energy management program status to the government and shall collect, analyze, validate, and prepare reports and plans as listed in Technical Exhibit 2.1.4-01 – Energy Management Office Periodic Report Requirements. Reference Air Force Energy Program Procedural Memorandum (AF EPPM) 96-3 for Defense Utility Energy Reporting System (DUERS) for Air Force Periodical Report.

2.1.4.4 Water Management Program. The contractor shall provide a water management and conservation program in accordance with EO 13123 for KSC and CCAFS. The contractor shall conduct a Water Program that plans, implements, and measures the status of conservation initiatives for J-BOSC responsible F/S/E.

2.2 INFRASTRUCTURE

The contractor shall provide operations, maintenance, engineering, and custodial services for the facilities, systems, equipment, grounds, and utilities at KSC, CCAFS, and the Florida Annexes at **JDMTA, Ft. Pierce, Stuart and Wabasso** to accomplish safe, effective, and environmentally compliant base operations and support services. Assigned F/S/E are designated by the contractor's O/M/E/U Matrix in accordance with DRD 2.2-01, Report, Facilities, Systems, and Equipment Operations/Maintenance/Engineering/User Matrix. **(Mod 472)**

The contractor shall continuously maintain an infrastructure maintenance program based on the Reliability Centered Maintenance (RCM) principles and the Integrated Logistics Support (ILS) requirements. The contractor shall continuously maintain the inventory and systems analysis process and maintain optimal baselines for each system and subsystem. The contractor shall not provide systems analysis process for AF. **(Mod 397)**

The contractor shall develop and provide a Five-Year Facility Maintenance and Facility Project Plan that establishes long-term system sustaining projects and planning in accordance with DRD 2.2-04, Five Year Facility Maintenance and Facility Project Plans. **(Mod 397)**

The contractor shall maintain an electronic F/S/E O/M/E/U Matrix in accordance with DRD 2.2-01, report, Facilities, Systems, and Equipment operations/Maintenance/Engineering/User Matrix.